

# FORMULA 1® AUSTRALIAN GRAND PRIX 2022

## COVID-19 SPECIAL CONDITIONS

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### 1. BACKGROUND

- 1.1. Australian Grand Prix Corporation ('**AGPC**') has developed these COVID-19 Special Conditions ('**Special Conditions**') to ensure all participants and attendees at the Formula 1® Australian Grand Prix 2022 ('**Event**') can be confident in purchasing tickets to, and attending, the Event.
- 1.2. These Special Conditions operate to supplement the Formula 1® Australian Grand Prix 2022 Attendance Conditions (displayed at Event entrances, viewable at [www.grandprix.com.au](http://www.grandprix.com.au) and available by contacting AGPC) ('**Attendance Conditions**') and Formula 1® Australian Grand Prix 2022 Corporate Hospitality Terms and Conditions ('**Corporate Hospitality Conditions**').
- 1.3. To the extent there is any inconsistency between these Special Conditions and the Attendance Conditions and Corporate Hospitality Conditions, these Special Conditions will apply. All other terms in the Attendance Conditions and Corporate Hospitality Conditions remain in full force and effect.
- 1.4. In these Special Conditions:
  - (a) '**Ticket**' means any ticket (including a mobile ticket), hard card, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by AGPC allowing entry to the Event and/or Venue; and
  - (b) '**Patron**' includes any person who, at any time, holds or purchases or otherwise acquires a Ticket to the Event and/or enters the Venue;
  - (c) '**Venue**' means the Albert Park Grand Prix circuit.

### 2. HEALTH AND SAFETY

- 2.1. By purchasing a Ticket to the Event and/or attending the Venue, each Patron acknowledges that, even with AGPC's COVID-19 safe measures in place (including but not limited to those set out in AGPC's COVID-Safe Event Plan (viewable at [www.grandprix.com.au](http://www.grandprix.com.au), or any additional document issued by AGPC prior the Event), there remains an unquantifiable risk of transmission of viral illness, including COVID-19. For some people, COVID-19 has very serious health consequences. For up to date information on COVID-19 in Victoria please visit <https://www.coronavirus.vic.gov.au>.
- 2.2. Patrons acknowledge that they have considered any COVID-19 associated risks and their own personal circumstances, including any health conditions or vulnerability that a Patron may have, including the circumstances of any guest(s) or dependant(s) of the Patron, or any persons with whom Patrons

will be in close contact following attendance at the Venue.

- 2.3. AGPC will rely on the purchase of a Ticket and/or entry to the Venue as each Patron's acknowledgement and acceptance of the Attendance Conditions and these Special Conditions, and proceed on the basis that all Patrons acknowledge and accept these risks to enter the Venue.
- 2.4. AGPC strongly recommends that you install the Australian Government COVIDSafe App and the Service Victoria App on your mobile device, with Bluetooth activated prior to entering the Venue.
- 2.5. Patrons acknowledge and agree that their Ticket and attendance at the Event and Venue is subject to any COVID-19 related restrictions, regulation, policy or health directive issued by any federal, state or municipal government authority (or as required to be issued by AGPC) as applicable to Patrons, the Venue and/or the Event ('**Health Directive**').
- 2.6. It is each Patron's sole responsibility to ensure they do not enter the Venue if they (or anyone in their party):
  - (a) are required to self-isolate or quarantine at any time during the Event;  
or
  - (b) are exhibiting signs of COVID-19 (as those symptoms are recognised and published by the Victorian Department of Health and updated from time to time) ('**COVID-19 Symptoms**'); or
  - (c) are a close contact with a confirmed or probable case of COVID-19, or has lived in or travelled through an identified COVID-19 exposure site in the 14 days prior to the Event;
  - (d) are not permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
  - (e) do not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.7. Patrons will be denied entry to the Venue should they:
  - (a) have or show any COVID-19 Symptoms as detected prior to the Event or at the point of entry to the Venue, in AGPC's sole discretion; or
  - (b) not be permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
  - (c) not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.8. A Health Directive may be issued prior to or during the Event, which may require the following:
  - (a) collection of Patrons' contact information (including Patrons' name, phone number, date and time of entry and exit through the use of the Victorian Government QR code or other device/app or method

of collecting that information) for the purpose of contact tracing in the event of a positive COVID-19 diagnosis as required by DH) and as further set out in AGPC's Privacy Policy;

- (b) undertaking health and temperature screenings upon entry, as required;
  - (c) submitting to COVID-19 testing, as required;
  - (d) proof of the Patron being tested for Covid-19 during a specified period of time prior to the Event, and the Patron's test being negative;
  - (e) proof of the Patron having received at least two (2) doses of a Covid-19 vaccination (or proof of the Patron being exempt from any Health Directive requiring Patrons to be vaccinated);
  - (f) abiding by any seating or zoning arrangement, including any person density requirements implemented by AGPC;
  - (g) adhering to social distancing (which means maintaining a distance of at least 1.5m from other Patrons) and high-level hygiene practices (e.g. hand hygiene, wearing of a mask as required by DH, and the use of cashless transaction at the Event);
  - (h) utilisation of E-tickets and scanning out (if required) when leaving the Venue if a Patron intends to return; and
  - (i) any other DH restriction or requirement as issued from time to time relevant to the Event.
- 2.9. A Patron who does not comply with a Health Directive may be deemed in breach of the Special Conditions and/or Attendance Conditions and may be denied entry or evicted from the Venue, in AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).
- 2.10. Patrons agree to comply with all guidance and direction provided by any Authorised Person (as that term is defined in the Attendance Conditions) or AGPC Covid marshals ('**Covid Marshal**') located throughout the Venue, at any time during the event.
- 2.11. Failure to comply with the guidance and direction of an Authorised Officer or Covid Marshall may result in a Patron being evicted from the Venue at AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

### **3. TICKETS**

- 3.1. All Tickets will be issued electronically (which may include via the Ticketmaster app or email).

- 3.2. Patrons are encouraged to use the 'forward to a friend' function within the Ticketmaster App, and to ensure each Patron has their Ticket available on their personal mobile device.

#### **4. VENUE**

- 4.1. Patrons acknowledge and agree that the Venue may be divided into different zones and/or precincts ('**Precinct**') (each with Patron capacity limits) and that a Ticket will only grant access into the Precinct designated on the Patron's ticket.
- 4.2. Each Precinct will have a designated entry gate and Patrons must not enter an entry gate other than the specified entry gate under their Ticket. A Patron may only purchase Tickets to one Precinct per day of the Event.
- 4.3. Patrons must move around only within the designated Precinct on their Ticket to use the amenities in that Precinct, and not enter a Precinct other than the Precinct they are granted entry to under their Ticket.
- 4.4. Patrons acknowledge that it may be necessary for AGPC to make changes to the Precincts, including the layout of each Precinct, position of each Precinct in relation to the track, total area of and space within each Precinct, amenities in each Precinct and total number of Patrons permitted to enter each Precinct.
- 4.5. If it is necessary for AGPC to reduce the number of Patrons in a Precinct, or re-distribute the number of Patrons between Precincts, AGPC reserves the right at its sole discretion to cancel any Ticket, or re-issue any Ticket for another Precinct.
- 4.6. AGPC makes no guarantee or representation in respect of the viewing, entertainment, or ancillary offerings or inclusions within each Precinct, and a Patron must make their own informed determination in respect of the Precinct selected for a Ticket.
- 4.7. Patrons acknowledge that the Venue will be operating as a 'cashless' venue during the Event. Please be advised that cash is not accepted throughout the Venue and precinct, this includes food and beverage and merchandise outlets.

#### **5. TICKET CANCELLATION OR CHANGES**

- 5.1. Patrons acknowledge that a Ticket purchased to the Event, may be subject to:
  - (a) cancellation if there is a reduction in attendance capacity at the Venue and AGPC can no longer accommodate the Patron ('**Ticket Cancellation**'); or
  - (b) changes in respect of the Venue or facility layout (including Precinct, viewing areas, entertainment offering, or other conveniences and

attractions) ('**Ticket Change**').

## 6. REFUNDS

6.1. For the purpose of this Condition, the following definitions apply:

- (a) '**Full Refund**' means the total retail price paid by a Patron for the Ticket (excluding any credit card fees) to be returned to the Patron in full by AGPC in AUD\$ (but excluding any on-seller commission or mark-up, currency conversion or exchange rates and any expenses or costs incurred by a Patron in connection with the Event); or
- (b) '**Partial Refund**' means the difference in the total retail selling price of two Tickets (excluding any credit card fees) to be returned to the Patron by AGPC in AUD\$ (but excluding any on-seller commission or mark-up, currency conversion or exchange rates and any expenses or costs incurred by a Patron in connection with the Event).

6.2. A patron will be eligible for a Full Refund in the following circumstances:

- (a) Ticket Cancellation;
- (b) subject to Condition 6.3, a Patron is required to self-isolate or quarantine (and the Event falls within the isolation / quarantine period) due to:
  - i. testing positive for COVID-19; or
  - ii. having close contact with a confirmed case of COVID-19;
- (c) subject to Condition 6.3, a Patron is:
  - i. feeling unwell with COVID-19 Symptoms; and
  - ii. has been tested for COVID-19; and
  - iii. is awaiting test results (and the Event falls within the period of awaiting test results);
- (d) subject to Condition 6.3, a Patron is unable to travel:
  - i. to Victoria from another State or country for the Event; or
  - ii. within Victoria, from another part of Victoria to the Venue for the Event,  
  
due to mandated Australian State, Territory or Federal government travel restrictions which is introduced after the Patron purchased their Ticket;
- (e) in other any other circumstances which AGPC feels, in its discretion, is appropriate.

6.3. Patrons seeking a Full Refund in accordance with Conditions 6.2(b) and 6.2(c) must:

- (a) notify AGPC of their need to cancel their Ticket and wish to obtain a

- Full Refund at least 24 hours before the first day of the Event; and
- (b) provide such evidence as AGPC requests to determine whether the Patron is eligible for a refund under those Conditions.
- 6.4. Patrons seeking a Full Refund in accordance with Condition 6.2(d) must:
- (a) notify AGPC of their need to cancel their Ticket and wish to obtain a Full Refund at least 7 days before the first day of the Event; and
  - (b) provide such evidence as AGPC requests to determine whether the Patron is eligible for a refund under that Condition.
- 6.5. A Patron will be eligible for a Partial Refund if:
- (a) a Ticket Change occurs; and
  - (b) the Patron's Ticket is re-issued for a different Precinct;
  - (c) and the total retail selling price of the Patron's original Ticket is greater than the total retail selling price of the Patron's re-issued Ticket.
- 6.6. A Patron will not be entitled to a Full or Partial Refund (unless required by law including the Australian Consumer Law) in the following circumstances:
- (a) a Patron is in breach of these Special Conditions and/or the Attendance Conditions;
  - (b) a Patron does not comply with a Health Directive and is refused entry or required to leave the Venue due to non-compliance with a Health Directive;
  - (c) a Patron is well and does not wish to attend the Event due to fears of exposure to COVID-19;
  - (d) a Patron elects not to attend the Event at their own discretion; or
  - (e) a Patron attends the Event and subsequently elects to leave part way through due to feeling unwell.

## **7. PAYMENT OF REFUND**

- 7.1. A Patron accepts that where AGPC is required to issue a Full or Partial Refund under these Special Conditions, AGPC will use the credit card or direct debit details provided by the Patron at the time the tickets were purchased. If the Patron requires the Refund to be processed by alternative means (including where the original credit card is no longer valid), the Patron must contact the issuer of the Ticket.
- 7.2. On payment of the Full or Partial Refund to the Patron by AGPC, the Patron acknowledges and agrees that in no circumstances will AGPC be liable for, and the Patron hereby releases and discharges AGPC from, all direct, indirect, consequential, exemplary, or special damages, losses, costs and/or expenses suffered by the Patron arising in connection with the Ticket to the Event. Such loss or damage may include, but is not limited to, accommodation, airfares, transfers, meals and taxes, where applicable.

## **8. CHANGES TO THESE SPECIAL CONDITIONS AND THE GENERAL CONDITIONS**

- 8.1. It may be necessary for AGPC to make changes to the Attendance Conditions and/or these Special Conditions, including at short notice.
- 8.2. Wherever possible AGPC will provide Patrons with as much advance notice as is possible on our website at [www.grandprix.com.au](http://www.grandprix.com.au).
- 8.3. Given the nature of the COVID-19 pandemic, AGPC will require Patrons to comply with any changes that AGPC makes to the Attendance Conditions and/or these Special Conditions, regardless of whether the Tickets were purchased before or after such change is made.
- 8.4. If a Patron cannot comply with any updated version of the General Conditions and/or these Special Conditions, Patrons must not purchase a Tickets or, if already purchased, must not attend the Event or enter the Venue.

## **9. MISCELLANEOUS**

- 9.1. Patrons acknowledge and agree that any part or parts of these Special Conditions which contravene law are not enforceable (or part or parts thereof) are severable to the extent any are not enforceable and this does not invalidate the remaining Special Conditions.
- 9.2. These Special Conditions are governed by the laws of the State of Victoria.

Anyone with an enquiry in relation these Special Conditions should call 1800 100 030 or email [enquiries@grandprix.com.au](mailto:enquiries@grandprix.com.au).

[16 December 2021]